



### Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Ash	Sawtimber	CCF	4.00	\$23.25	\$183.15	\$0.00	\$9.56
Black Cherry	Sawtimber	CCF	201.00	\$52.02	\$418.77	\$0.00	\$9.56
Red Maple	Sawtimber	CCF	52.00	\$16.89	\$131.08	\$0.00	\$9.56
Sugar Maple	Sawtimber	CCF	7.00	\$23.68	\$186.71	\$0.00	\$9.56
Hardwood - Other	Pulpwood	CCF	273.00	\$1.00	\$1.00	\$0.00	\$9.56
	TOTAL	CCF	537.00			\$0.00	\$5,133.72

### Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$11,864.00 is included in total value.

**All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer.** Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
001	FR339 UNT Bear Creek Culvert Replacement (Aquatic Organism Passage Simulation)	Each	1.00
002	Apple Tree Maintenance	Each	177.00

#### 5. PERIOD OF CONTRACT. The normal operating season covers the period between 12/15 and 03/01.

Contract termination date is 06/30/2018. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

#### 6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of

cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

**7. PERFORMANCE BOND.** Not Applicable.

**8. SPECIFIED ROADS.** Not Applicable.

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

**12. SET-ASIDE CONTRACTS.** Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

**16. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 1128 State ST, STE 200 Erie, PA 16501, (814) 461-1492.

**20. GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at: <http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

U. S. Department of Agriculture Quarantines: Quarantines of forest products against the spread of emerald ash borer (EAB) (entire states of Pennsylvania, Ohio, Michigan, and West Virginia, and southern New York, pine shoot beetle (entire state) and gypsy moth (entire state) are now in effect. Timber from this sale comes from within the quarantined area for emerald ash borer, gypsy moth and pine shoot beetle. The buyer is responsible for understanding and complying with all applicable quarantines, including those in effect in other states. Please contact the regional office of U.S. Department of Agriculture, P.O. Box 1554, Williamsport, PA 17701, telephone 570-322-5784 or see their website: [http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/emerald\\_ash\\_b/downloads/multistateeab.pdf](http://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/multistateeab.pdf) for further information on regulations, inspections, and certification to move regulated articles out of quarantined areas.

**Equipment Cleaning:** This sale contains standard provision GT.3.5 - Equipment Cleaning. Off road equipment used on this sale (such as skidders, forwarders, and construction equipment) shall be free of noxious weeds of concern, and free of soil, seeds, vegetative matter, or other debris that could contain or hold such seeds, prior to moving onto the Sale Area, and for subsequent moves to other payment units on sale. An appraisal adjustment has been made for the cleaning of such equipment. The Sale Area Map depicts units infested with specific noxious weed species of concern. Maps of known locations are available for inspection at the Forest Supervisor's office in Warren, PA. A list of noxious weeds of concern to the Forest Service is available for inspection at the same location.

**Road Bonding:** State and Township roads are subject to weight limit restrictions and may require bonding. Bonding of Township or State roads is the responsibility of Purchaser.

**Protect Improvements (GT.2.2) - Forest Service roads and gates.**

**Protect Improvements not owned by Forest Service (GT.2.2.1) - Pipelines, wells, utility lines, private roads and other appurtenances.**

**Showing:** No formal showing is planned for this sale. If prospective bidders have any questions regarding the sale they should contact the Marienville Ranger District at 814-927-5700. Office hours are 8:00 am - 4:30 pm, Monday - Friday, except holidays.

**Temporary Developments:** It is estimated that the Purchaser will have to construct 1 landings, reconstruct 0 landings, install and maintain 6 logging and traffic control signs, and plow snow on Forest Roads. All temporary development costs have been considered in the advertised minimum rates.

**Stewardship Projects (KT-GT.9#) -** Service work for Projects 001 and 002 included in the CHSP Hunter Creek Removal Stewardship Contract is mandatory and is located at various sites across the Marienville Ranger District. Refer to Contract Area Maps and Project Vicinity Maps for project locations and the Project Specifications for detailed information.

**\*\*\*Mandatory Stewardship Work includes -**

**Project 001 (Culvert Replacement)** consists of replacing 1 culvert in an unnamed tributary to Bear Creek on Forest Road 339 (Aquatic Organism Passage Simulation). Project 001 completion date is the contract termination date.

**Project 002 (Apple Tree Maintenance)** includes service work to be completed on various sites across the Marienville Ranger District. Project 002 service work includes fruit tree pruning and release. Fruit trees to be pruned vary in size from saplings to mature fruit trees. The estimated number to be pruned and/or released is 177. Fruit tree pruning work shall only occur between December 15th, 2016 and April 1st, 2017; no pruning will be permitted on days where the daytime temperature exceeds 50 degrees Fahrenheit.

**Use of Roads (KT-FT.1.2#) -** On Forest Roads 124 & 227 hauling is not permitted on Saturdays, Sundays and legal holidays during the established Allegheny National Forest Snowmobile Season. Logging traffic control signs will be posted on FR124 and FR227 to warn riders of harvest activities (Safety).

**Use of Roads (KT-FT.1.2#) -** Hauling is prohibited on Forest Road 124 west of the FR124 / FR 227 intersection.

**Road Maintenance Requirements (KT-FT.3.1#) -** Pre-haul maintenance is required on Forest Road 227. Spot Surfacing (1040) is required on FR 227 (0.3 miles) prior to starting hauling operations in Payment Unit 01. Refer to Attachment #1 for specifications.

**Operating Restrictions (KT-GT.3.1.4#) -** Within Payment Unit 01 cutting and skidding is permitted only during dry or frozen conditions (Soils).

**Operating Restrictions (KT-GT.3.1.4#) -** Within Payment Unit 01 cutting, skidding, and hauling are prohibited from 04/01 to 10/31 (Resource Protection).

**Skidding and Yarding Requirement (KT-GT.4.2#) :** Within Payment Unit 01, unless otherwise agreed to in writing, skidding equipment must stay on approved skid trail locations. Trees will be directionally felled to the lead and products yarded to approved skid trails by cable (Soils).  
**\*\*\*Grapple skidders without a functioning winch and cable system or drive to tree harvesters will not be permitted to operate in Payment Unit 01 unless they are confined to agreed upon skid trail locations or at the landing.\*\*\***

**Seed, Lime, Fertilize, and Mulch Requirements (KT-GT.6#) -** The estimated total area treated is approximately 2 acres.

**Slash Disposal (KT-GT.7#) -** All Slash resulting from Purchaser's operations within Payment Units 01 shall be pulled back 25 feet from the edge of Forest Road 227 and the Allegheny National Forest Horse Trail. In addition, logging slash will also be lopped and scattered to a depth of 03 feet for an additional 75 feet concurrent with operations (Scenery).

**NOTICE:** Payment Unit 01 was marked and cruised by contractors.

**NOTICE:** Prospective bidders are not permitted to cut ANY timber within a payment unit or sale area of an advertised timber sale, whether designated or non-designated, standing, or downed. Felling or cutting of trees, other than included timber under contract, is a violation of Title 36 of the Code of Federal Regulations Sections 261.6(a) and 261.9(a) and punishable by fines of up to \$5,000.00 and/or six months imprisonment per offense charged.

**NOTICE:** In accordance with Pennsylvania State Law under Chapter 102 of the Clean Streams Act, all operators conducting timber harvest activities must complete and have available on-site a copy of the E&S Plan provided by the Pennsylvania DEP at:

<http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-8747>.

Information regarding this offering can be found on the Allegheny National Forest website at:  
<http://www.fs.usda.gov/main/allegheny/workingtogether/contracting>

Contract Value: Total contract value based on advertised rates is \$93,301.50

Due to recent changes in the Forest Service Financial system, the successful offeror shall register at [www.sam.gov](http://www.sam.gov). Please disregard the following sentence, as it is no longer applicable.

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov).

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

## EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

**EVALUATION CRITERIA**

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	20%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	20%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	0%

Price Proposals will not be scored.

**Award Statement.** One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are approximately equal to price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

**POSTAWARD DEBRIEFING OF OFFERORS**

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
  - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
  - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
  - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
  - (1) Trade secrets;
  - (2) Privileged or confidential manufacturing processes and techniques;
  - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
  - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.